

Project title: Washington State Department of Ecology Groundwater Monitoring
Easement Access to City Monitoring Well

Council Bill #**Agenda dates requested:**

4/29/20

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No**Budget amendment:**Yes ☒ X No**PowerPoint presentation:**Yes ☒ X No**Attachments:**

Easement

Department(s) involved:

Public Works

Contact person:

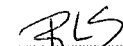
Heather Griffin

Phone number:

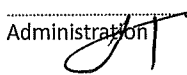
(425) 257-7206

Email:

hgriffin@everettwa.gov

Initialed by:

Department head



Administration

Council President

Consideration: Easement Access to City Monitoring Well**Project:** Washington State Department of Ecology Groundwater Monitoring**Partner/Supplier :** Washington State Department of Ecology**Location:** 7th Avenue SE & 106th Place SE**Preceding action:** None**Fund:** 401**Fiscal summary statement:**

The well is already in place adjacent to a City detention pond. Access for monitoring will be similar to access for pond maintenance. The Washington State Department of Ecology Groundwater Monitoring Program will provide the monitoring equipment, so there is no cost to the City.

Project summary statement:

The easement will grant access to the Washington State Department of Ecology Water Resources Program to install groundwater level monitoring equipment in an existing City well. Ecology staff will access the well several times a year to download the data and take manual measurements of the groundwater level.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Easement to the Washington State Department of Ecology for access to an existing City well for groundwater level monitoring.

AGENCY

After Recording Return to:

Noel S. Philip, LHG
Water Resources Program
Washington State Department of Ecology
Northwest Regional Office
3190 160th Ave. SE
Bellevue, WA 98008
(425) 649-4451
nphi461@ecy.wa.gov
Fax: (425) 649-7098

Easement

Grantor: City of Everett
Grantee: State of Washington, acting through the Department of Ecology
Legal: BROADWAY FARMS NO 2 BLOCK 000 D-04 TR 999 OF CITY OF EVERETT SP 44-90 REC AF NO 9409300158 & SURV REC AF NO 9409305001 BEING A PTN OF LOT 42 EXST PLAT – AMENDED PER AFN 9411150596
Tax Parcel No.: 00397000004204
Cross Reference: Detention Pond at 7th Avenue Southeast & 106th Place Southeast

THIS AGREEMENT entered into this _____ day of _____, 2020, between City of Everett, hereinafter called grantor, and the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter called grantee, WITNESSETH, that

WHEREAS, under authority of RCW 90.44.250, the DEPARTMENT OF ECOLOGY is authorized to make such investigations as may be necessary to determine the location, extent, depth, volume, and flow of all groundwater within the STATE,

NOW, THEREFORE, it is hereby agreed as follows:

1. In consideration of the payment to the grantor of valuable consideration, receipt of which is hereby acknowledged, the grantor hereby conveys to the grantee an easement for the purpose of monitoring, testing, inspection and use of a water well, Tag Number APR240, specifically, monitoring the water quality and water level therein, located on the following described land (Servient Estate) of the grantor in Snohomish County in the State of Washington; and said

EASEMENT TO THE STATE OF WASHINGTON

grantor hereby grants to the grantee the right to erect and maintain on said land all works, structures, appliances, and equipment necessary or convenient for quality sampling and testing and water level observations in the said well:

Legal description of property where well is found.

2. Duly authorized representatives, employees, or agents of the grantee shall have a right of ingress and egress over the Servient Estate for the purposes specified in paragraph 1 above. The point of access shall include 7th Avenue Southeast and 106th Place Southeast. The representatives, employees, or agents shall to the extent practical take this route to and from the well unless otherwise directed by the grantor. *See Exhibit No. 1.*
3. All tools, equipment, structures, and improvements placed in or upon said lands by the grantee shall remain in the property of the grantee and may be removed by it at any time.
4. This easement shall remain in full force and effect for 20 years. This easement may thereafter be extended upon the mutual written agreement of the parties. If either party does not intend to agree to extend this easement beyond the Initial Term, that party shall endeavor to provide notice of such intention not to renew no later than 1 year before the expiration of the initial term. Failure to provide timely notice shall not be deemed an agreement to renew.
5. If the grantee ceases to use the well on the Servient Estate, grantee shall notify grantor of the same and promptly thereafter the grantee shall record with the Auditor of Snohomish County a relinquishment of the rights to grantee granted herein. Upon the termination or abandonment of the well by grantee, grantee's right to access and use the Servient Estate shall cease and any interests conveyed hereby shall revert to the grantor, its successor, or assigns. Upon termination or abandonment of the well by grantee, grantor shall properly decommission the well according to procedures specified in the Washington State Department of Ecology "Minimum Standards or Construction and Maintenance of Wells," WAC 173-160.
6. Upon decommissioning the well, Tag Number APR240, the grantee agrees to remove from the Servient Estate all tools, equipment, structures or improvements outside of the well casing placed there by the grantee.
7. Each party shall be solely responsible for the negligence of its employees and/or authorized representatives resulting from access under the easement provided herein.
8. The obligations of this agreement shall extend to and be binding upon the heirs, executors, representatives, administrators, successors, or assigns of the parties.
9. Only the authorized agent/representative or authorized agent/representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to sign, alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized agent or representative.

10. This agreement shall not be binding until approved, signed and accepted by the Director of the Department of Ecology or by their duly authorized deputy and the authorized agent for grantor.

IN WITNESS WHEREOF, the grantor has set their hand and seal the day and year first above written.

By: Title: _____

Date: _____

Address: _____

Telephone No. _____

Department of Ecology, State of Washington

By: Title: _____

Date: _____

Address: _____

Telephone No. _____

State of Washington)

)ss

County of Snohomish)

BE IT REMEMBERED, that on this _____ day of _____, before the undersigned, a _____, in and for the County and State aforesaid, appeared _____, to me personally known to be the identical person who executed the within instrument in writing and such person duly acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last above written.

(My commission expires)

The within contract conveying easement to the State of Washington is hereby approved and accepted.

(Date)

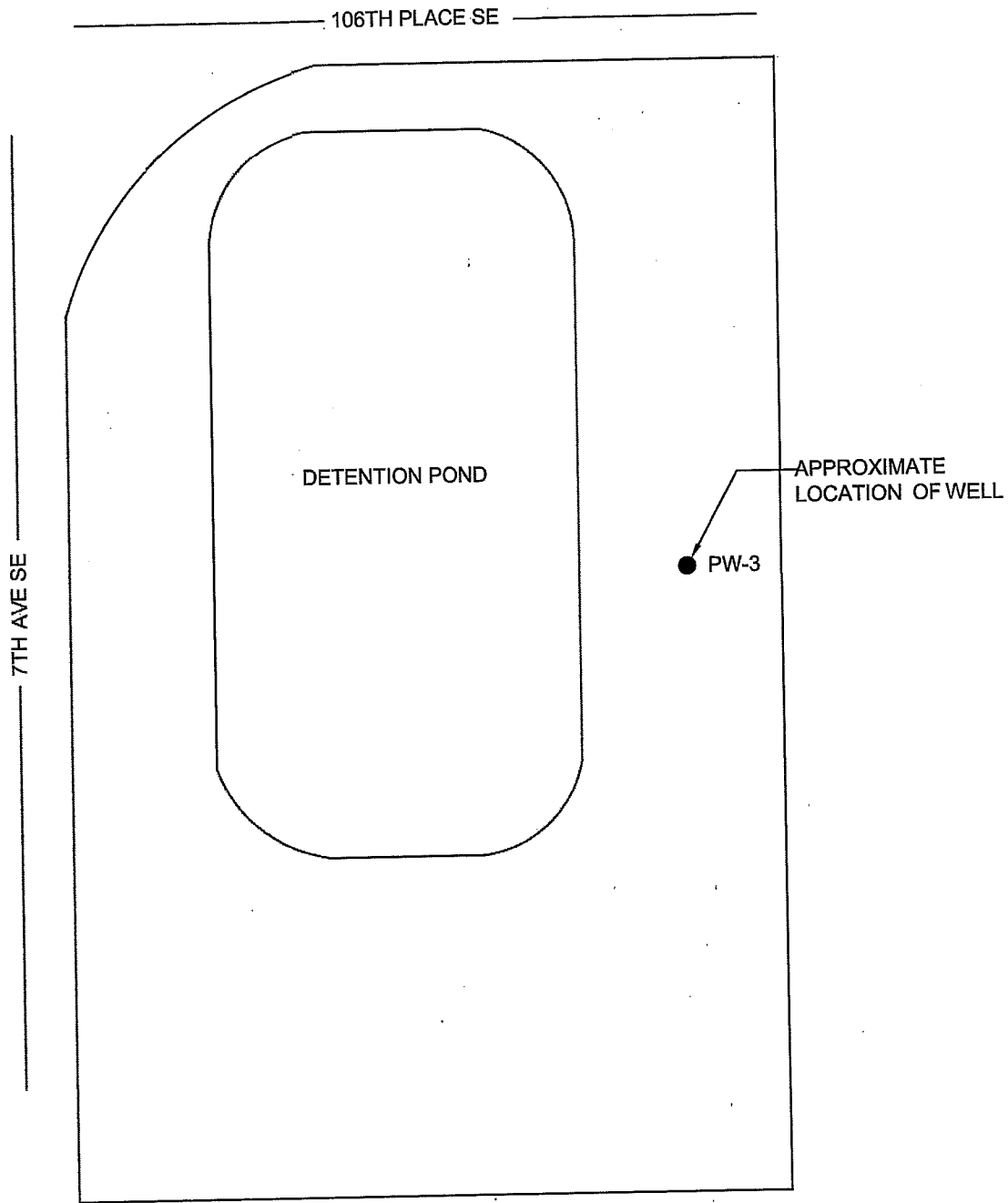


EXHIBIT NO. 1 WELL LOCATION
7TH AVENUE SE & 106TH PLACE SE
EVERETT, WASHINGTON



APPROXIMATE SCALE:
1"= 20'